PEPPER, HAMILTON & SCHEETZ

ATTORNEYS AT LAW

PHILADELPHIA, PENNSYLVANIA
NEW YORK, NEW YORK
HARRISBURG, PENNSYLVANIA

1300 NINETEENTH STREET, N.W.
WASHINGTON, D.C. 20036
202-828-1200
TELEX CABLE ADDRESS 440653 (ITT)
FAX 202-828-1665

DETROIT, MICHIGAN
LOS ANGELES, CALIFORNIA
BERWYN, PENNSYLVANIA
WILMINGTON, DELAWARE
LONDON, ENGLAND

WRITER'S DIRECT NUMBER

(202) 828-1407

RECORDATION NO. 17260 FILED 1425

MAR 22 1991 -2 00 PM

DOCUMENTS FOR RECORDATION

INTERSTATE COMMERCE COMMISSION

March 22, 1991

MAR 22 2 23 PM '91

1-081A051

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, D.C. 20423

Dear Secretary Strickland,

Enclosed for recordation with the Interstate Commerce Commission pursuant to Section 11303 of Title 49 of the U.S. Code, and regulations promulgated thereunder, are three original counterparts of a Lease of Locomotive Equipment Agreement, a primary document, dated March 14, 1991.

The names and addresses of the parties to the lease are as follows:

Lessor: General Electric Company
Transportation Systems Business Operation
2901 East Lake Road
Erie, PA 16531
Attn: F.L. Baumgardner

Lessee: Consolidated Rail Corporation
Materials & Purchasing
Fourth Floor
Six Penn Center Plaza
Philadelphia, PA 19103
Attn: J.T. Whatmough

The locomotives covered by the lease are: 50 Dash 8-40CW Diesel Electric Locomotives.

A short summary of the document to appear in the index follows:

A Lease of Locomotive Equipment Agreement between General Electric Company and Consolidated Rail Corporation, dated March 14, 1991, and covering 50 Dash 8-40CW Diesel Electric Locomotives.

A fee of $15.00 is enclosed. Please stamp and return the two copies not needed by the Commission for recordation to the undersigned.

Sincerely yours,

John F. DePodesta

John F. DePodesta
Counsel for Consolidated Rail Corporation

Interstate Commerce Commission

Washington, D.C. 20423

3/25/01

OFFICE OF THE SECRETARY

John F. DePodesta

Pepper,Hamilton & Scheetz

1300 19th Street N.W.

Washington,D.C. 20036

Dear Sir:

The enclosed dcoument(s) was recorded pursuant to the provisions of Section 11303 of the Insterstate Commerce Act, 49 U.S.C. 11303, on 3/22/91 at 2:30pm , and assigned recordation number(s). 17260

Sincerely yours,

Sidney L. Strickland, Jr.

Sidney L. Strickland, Jr.
Secretary

RECORDATION NO. 17260
FILED 1425
MAR 22 1991 -2 30 PM
INTERSTATE COMMERCE COMMISSION

LEASE OF LOCOMOTIVE EQUIPMENT AGREEMENT

THIS AGREEMENT, made and entered into as of this 14th day of March, 1991, by and between General Electric Company, a New York corporation, hereinafter called "Owner," and Consolidated Rail Corporation, a Pennsylvania corporation, hereinafter called "User."

OWNER AND USER HEREBY AGREE AS FOLLOWS:

1. **Lease:** User agrees to lease from Owner on a daily basis for the period not to extend beyond June 28, 1991 (unless mutually extended by the parties in writing for a maximum of 30 additional days) the locomotives described in Exhibit A, together with all additions and accessories incorporated therein and/or affixed thereto (the "Locomotives"). At the end of the term of this Lease, time being of the essence, User shall pay for the Locomotives or cause the Locomotives to be paid for under the contemplated financing arrangements described at Section 23.4 hereof, as required by the Purchase Agreement between User and Owner dated March 26, 1990, (hereinafter, the "Purchase Agreement"). Rental shall start immediately upon the execution of a Lease Acceptance Certificate in the form attached hereto as Exhibit B. Delivery shall be made at Owner's facility in Erie, Pennsylvania.

   User will cause the Locomotives to be kept numbered with the identification numbers and names and designations thereon at the time of their delivery hereunder and will keep and maintain, plainly, distinctly, permanently and conspicuously marked on each side of the Locomotives "Ownership subject to documents filed with the Interstate Commerce Commission" in letters not less than one inch in height. User shall affix or cause to be affixed to each Locomotive a nameplate bearing the legible inscription "Ownership subject to documents filed with the Interstate Commerce Commission." User will not place any Locomotive in operation or exercise any control or dominion over the same unless such numbers, names, nameplates and designations are so marked and will replace promptly any such markings which may be removed, obliterated, defaced or destroyed. User will not change the identification number of any Locomotive.

   User will not allow the addition of any name of any person, association or corporation to be placed on any Locomotive as a designation that might be interpreted as a claim of ownership during the term of this Lease.

2. **Rent:** This Lease shall commence with respect to each Locomotive when said Locomotive is accepted by User pursuant to this Lease, and shall continue until

Owner is paid pursuant to the provisions of the Purchase Agreement as amended hereby.

The daily rental per Locomotive shall be computed in accordance with the following formula:

$$R = \frac{X \bullet P}{365}$$

where:

R = Daily Rental

X =

1) If User pays for the Locomotives in a single closing, from the date hereof through May 31, 1991 X = nine percent, and for June 1991, X = nine and one-half percent; and

2) If User pays for the Locomotives in more than a single closing, X = nine percent.

3) Notwithstanding the provisions of subparagraphs 1) and 2) above, in the event that at any time during the term hereof the prime rate of interest charged by Citibank, N.A., New York, New York (the "Prime Rate") exceeds nine percent, then X shall equal the Prime Rate for such time as the Prime Rate exceeds nine percent.

P = Purchase price of the Locomotives as described in the Purchase Agreement

All Daily Rent shall be payable at the termination of the lease period set forth in Section 1.

User shall not be entitled to any reduction of rent, abatement or setoff counterclaim, recoupment or defense against rent or any other amount payable hereunder for any reason whatsoever, including, but not limited to, reductions, setoffs, counterclaims, recoupments or defenses due or alleged to be due by reason of any past, present or future claims of User against Owner or any other person for any reason whatsoever, except as otherwise provided herein; nor shall this Lease terminate, or the obligations of User be otherwise affected, by reason of any defect in the condition, design, operation or fitness for use of the Locomotives or damage to or loss of possession or use or destruction of such Locomotives from whatever cause and of whatever duration, except as otherwise provided herein. User acknowledges that: Owner has no knowledge

or information as to the condition or suitability for User's purpose of the Locomotives and Owner's decision to enter into this Lease is made in reliance on User's undertakings herein, including User's express agreement not to assert against Owner any claims, defenses, setoffs or counterclaims it may now or hereafter have against Owner.

3. **Warranties and Representations:** Owner warrants and incorporates by reference herein the obligations and warranties (including any disclaimers thereof) as described in the certain Purchase Agreement dated March 26, 1990, between User and Owner. There are no other warranties, express or implied, made by Owner.

4. **Place of Payment or Rent:** User shall direct payment of the rent to Owner as follows:

   General Electric Company
   Treasurers Account No. 211-46-019
   Morgan Guaranty Trust Company
   ABA No. 021000238
   60 Wall Street
   New York, New York 10260

5. **Recordkeeping; Inspection:** User agrees to keep and maintain and make available to Owner such record of User's use, operation, inspection, repairs and maintenance of the Locomotives while in its possession as shall be reasonably requested by Owner.

   If requested, within five (5) days of the end of the term of this Lease, User will furnish to Owner a certificate signed by the Chief Mechanical Officer of User setting forth the maintenance and repairs performed on the Locomotives during the term hereof, and such other information regarding the condition and state of repair of the Locomotives as Owner may reasonably request. Owner at its sole expense, shall have the right by its agents to enter upon the property of User to inspect the Locomotives and User's records with respect thereto at such reasonable times as Owner may request during the term of this Lease.

   User shall promptly notify Owner of any occurrence of an event of default as defined in Section 18 hereof or default, specifying such event of default or default and the nature and status thereof.

6. **Loss or Destruction:** In the event that a Locomotive during the term hereof shall become lost, stolen, destroyed, irreparably damaged, permanently rendered unfit for use, or, in the reasonable opinion of User, worn out or damaged beyond the economic limit of repair, from any cause whatsoever, or taken or requisitioned by condemnation or otherwise by the United States

Government for a period which shall exceed the then remaining term hereof, or by any other government or governmental entity resulting in the loss of possession by User for a period of 30 consecutive days (such occurrences being hereinafter called "Casualty Occurrences"), User shall notify Owner of such Casualty Occurrence. User shall provide all assistance reasonably requested by Owner in the investigation, defense, or prosecution of any Casualty Occurrence or any claim arising therefrom. In the event of a Casualty Occurrence, on the Lease termination date User shall pay to Owner all daily rent due through the date of such Casualty Occurrence, plus the casualty value of each Locomotive which is the subject of a Casualty Occurrence. For purposes of this Lease, the casualty value of each Locomotive shall equal the purchase price thereof as set forth in the Purchase Agreement.

7. Indemnity: User agrees to indemnify, protect and hold harmless Owner from and against all losses, damages, injuries (including death), liabilities, claims (including, without limitations, claims for strict liability in tort) and demands whatsoever, regardless of the cause thereof, and expenses in connection therewith, including, but not limited to, counsel fees and expenses, patent, trademark and copyright liabilities, penalties, and interest, arising from or caused directly by: (a) User's failure to promptly perform any of its obligations under the provisions of Sections 1, 2, 6, 7, 8 and 17 of this Lease, or (b) injury to person (including death) or property resulting from or based upon the actual or alleged use, operation, delivery or transportation of any Locomotive or its location or condition, or (c) inadequacy of any Locomotive, or any part thereof, for any purpose or any deficiency or defect therein or the use or maintenance thereof or any repairs, servicing or adjustments thereto or any delay in service or use thereof or any loss of business; and shall, at its own cost and expense, defend any and all suits which may be brought against Owner, either alone or in conjunction with others upon any such liability or claim or claims and shall satisfy, pay and discharge any and all judgments and fines that may be recovered against Owner in any such action or actions; provided, however, that: (i) Owner shall give User written notice of any such claim or demand received by Owner, and (ii) User shall not be required to indemnify, protect, hold harmless and defend Owner for any loss, damage, injury, liability, claim, demand or expense to the extent it results from the gross negligence or willful misconduct of Owner, or to the extent such arises from Owner's breach of its warranty or availability obligations under Section 3 hereof. The indemnities arising under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under this Lease or the expiration or termination of this Lease.

Except as otherwise expressly provided in this Lease and subject to the same types of limitations set forth in Clause (ii) of the first paragraph of this Section 7, User shall bear the responsibility and risk for, and shall not be released from its obligations hereunder in the event of, any damages to or the destruction or loss of the Locomotives.

8. **Compliance with Law; Repair and Maintenance:** User shall comply with the FRA, and all other applicable laws, regulations and requirements with respect to use, maintenance and operation of the Locomotives during the term of this Lease. User shall use the Locomotives only in the manner for which they were designed so as to subject them only to ordinary wear and tear.

User shall at its own cost and expense, maintain and service the Locomotives in accordance with prudent industry practice, including testing and repair of the Locomotives so that the Locomotives will remain: (a) in as good operating condition as when delivered (ordinary wear and tear excepted) and (b) in compliance with any and all applicable laws and regulations. In no event shall the Locomotives be maintained or scheduled for maintenance on a basis less frequent than the maintenance or maintenance scheduling basis employed as of the date hereof by User for similar equipment. Any parts installed or replacements made by User upon the Locomotives shall be considered accessions to the Locomotives, and title thereto shall be immediately vested in Owner, without cost or expense to Owner; provided, however, User may remove from the Locomotives any: (a) communications equipment, (b) train control, (c) end of train telemetry, and (d) recording devices, which User paid for and installed, but only if such removal may be accomplished without damage to the Locomotives.

Except for alterations or changes required by law or regulations, User shall not effect any alteration or change in or to the design, construction, specifications or appearance of the Locomotives, or the body or electrical equipment or components thereof, without the prior written consent of Owner.

9. **Assignment by User:** User shall not assign or sublet its interest, or any part thereof, under this Lease, or permit the use or operation of the Locomotives subject to this Lease by any other person, firm or corporation, other than wholly owned subsidiaries, without the prior written consent of Owner. Owner expressly consents to incidental operation and use on railroads other than User's.

10. **Notices:** Unless otherwise specifically provided, any notices to be given under this Lease or any other communications between the parties shall be given by certified mail, postage prepaid in the following manner:

(a) Notices from Owner to User shall be sent to:

J.T. Whatmough
Vice President, Materials & Purchasing
4th Floor
Six Penn Center Plaza
Philadelphia, PA 19103

and also to:

T. J. McGraw
Director-Financing
Room 1310
Six Penn Center Plaza
Philadelphia, PA 19103

or to such other address as User may from time to time indicate by written notice to Owner.

(b) Notices from User to Owner shall be sent to:

General Electric Company
Transportation Systems Business Operation, 14-4
2901 East Lake Road
Erie, PA 16531
Attn: F.L. Baumgardner

11. **Quiet Enjoyment:** So long as User makes its aforesaid rental payments and otherwise complies with the terms and provisions hereof, User shall be entitled to the use and possession of the Locomotives according to the terms hereof without interference by Owner or by any party lawfully claiming by or through Owner.

12. **Authority:** The undersigned signatories herewith represent and warrant that they are fully authorized to execute this Lease and bind the respective parties to the terms and provisions hereof.

13. **Protection of Owner's Title:** Prior to delivery of any Locomotive hereunder, User, at its own expense and without expense to Owner, shall cause this Lease and any supplements hereto and any assignment and reassignment hereof to be duly filed, registered or recorded in conformity with Section 11303 of the Interstate Commerce Act or other places within or without the United States as Owner may reasonably request for the protection of Owner's title to the Locomotives and will furnish Owner proof thereof. User will, from time to time, do and perform any other act and will execute, acknowledge, deliver, file, register and record any and all further instruments or reasonably requested by Owner, for the purpose of protecting Owner's title to the Locomotives.

User shall not cause to be created or suffer the creation of any lien, charge or encumbrance, including any lien for taxes, on the Locomotives. Should any such lien, charge or encumbrance be created as to or impressed on the Locomotives, User shall cause such to be promptly discharged and terminated.

14. **Taxes:** User, or Owner at User's expense, shall report, pay and discharge when due all license and registration fees, assessments, use and property taxes, and gross receipts taxes arising out of receipts from use or operation of the Locomotives, including without limitation amounts payable under Sections 2, 6 and 10, hereof, and other taxes (excluding any tax measured by Owner's net income), together with any penalties or interest thereon, imposed by any state, federal or local government upon the Locomotives and whether or not the same shall be assessed against or in the name of Owner or User.

15. **Performance Obligations of User by Owner:** In the event that User shall fail duly and promptly to perform any of its obligations under the provisions of this Lease, Owner may, at its option, perform the same for the account of User without thereby waiving such default, and any amount paid or expense (including reasonable attorneys' fees), penalty or other liability incurred by Owner in such performance, together with interest at the lesser of 1-1/2 percent per month or the highest amount allowed by law thereon, until paid by User to Owner, shall be payable by User upon demand as additional rent hereunder.

16. **Further Assurance:** User shall execute and deliver to Owner, upon Owner's request, such instruments and assurances as Owner deems necessary or advisable for the confirmation or perfection of this Lease and Owner's rights hereunder.

17. **User's Covenants:** User will: (a) defend at User's own cost any action, proceeding or claim affecting the Locomotives except as stated in Section 7; (b) do everything necessary or expedient to preserve or perfect Owner's interest in the Locomotives; (c) not misuse, fail to keep in good repair (ordinary wear and tear excepted), secrete, or, without the prior written consent of Owner and notwithstanding Owner's claim to proceeds, sell, rent, lend, encumber or transfer the Locomotives, except as provided in Subsection (e) of this Section; (d) agree that Owner may enter upon User's premises or wherever the Locomotives may be located at any reasonable time and upon reasonable prior notice to inspect the Locomotives; and (e) except as provided in Section 9 of this Lease, not permit the use of the Locomotives by any other party, without Owner's consent to be granted in its sole discretion.

18. **Default:** An event of default shall occur if: (a) User fails to pay when due any installment of rent and such failure continues for a period of 15 days; (b) User shall fail to perform or observe any covenant, condition or agreement to be performed or observed by it hereunder and any such failure continues uncured for 15 days after written notice thereof to User by Owner; (c) User ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy, is adjudicated a bankrupt or an insolvent, files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar arrangement under any

present or future statute, law or regulation or files an answer admitting the material allegations of a petition filed against it in any such proceedings, consents to or acquiesces in the appointment of a trustee, receiver, or liquidator of its or of all or any substantial part of its assets or properties, or if it or its shareholders shall take any action looking to its dissolution or liquidation; (d) within 60 days after the commencement of any proceedings against User seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulations, such proceedings shall not have been dismissed, or if within 60 days after the appointment, without User's consent or acquiescence, of any trustee, receiver or liquidator of it or of all or any substantial part of its assets and properties, such appointment shall not be vacated; or (e) User attempts to remove, sell, transfer, encumber, part with possession or sublet any of the Locomotives in a manner prohibited hereunder without the consent of Owner.

Upon the occurrence of an event of default, Owner, at its option, may: (a) declare all sums due and to become due hereunder immediately due and payable; (b) proceed by appropriate court action or action or other proceedings either at law or equity to enforce performance by User of any and all covenants of User under this Lease, and to recover damages for the breach thereof; (c) take any other action permitted by law to protect its interests.

If any statute governing any proceedings hereunder specifies the amount of Owner's deficiency or other damages for breach of this Lease by User, Owner shall be entitled to recover as and for damages for the breach an amount equal to that allowed under such statute in lieu of any other damages for breach of this Lease. The provisions of this paragraph shall be without prejudice to any rights given to Owner by such statute to recover any amounts allowed thereby. Should any proceedings be instituted by or against Owner for monies due Owner hereunder and/or for possession of any Locomotive and/or for any other relief, User shall pay Owner a reasonable sum as attorneys' fees.

The remedies in this Lease provided in favor of Owner shall not be deemed exclusive, but shall be cumulative and may be exercised concurrently or consecutively, and shall be in addition to all other remedies in its favor existing at law or in equity. User hereby waives any mandatory requirements of law, now or hereafter in effect, which might limit or modify the remedies herein provided, to the extent that such waiver is not, at the time in question, prohibited by law. User hereby waives any and all existing or future claims to any offset against the rental payments due hereunder, and agrees to make such payments regardless of any offset or claim which may be asserted by User or on its behalf. Owner and User agree that notwithstanding the Bankruptcy Code of the United States or any other bankruptcy act, Owner shall, for purposes of protecting its right to payment under the Purchase Agreement, have the right to take possession of any or all of the Locomotives upon any event of default under this Lease, regardless of whether User is in reorganization.

No failure by Owner to exercise, and no delay by Owner in exercising, any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege by Owner preclude any other or further exercise thereof, or the exercise of any other right, power or privilege.

19. **Opinion of Counsel:** Promptly after the recording of this Lease as provided for in Section 13 hereof, and before delivery of any Locomotives hereunder, User will deliver to Owner an opinion of counsel for User, in five copies and in form and substance satisfactory to counsel for Owner, to the effect that: (i) User is a duly organized and validly existing corporation in good standing under the laws of the Commonwealth of Pennsylvania; is duly qualified to do business in such jurisdictions as are necessary to carry out the transactions contemplated by this Lease; and has the power and authority to own its properties and carry on its business as now conducted; (ii) this Lease has been duly authorized, executed and delivered by User and does not contravene any provision of law or of its charter or by-laws nor contravene or constitute a default under the provisions of any agreement or other instrument binding upon User; this Lease has been filed and recorded in such public offices as may be necessary for the full protection of the rights of Owner and assignees of the Owner; and this Lease is valid, binding and legally enforceable against User in accordance with its terms, subject to any applicable insolvency, bankruptcy or moratorium laws; and (iii) the rights of Owner as herein set forth and the title of Owner to the Locomotives furnished under this Lease are and will be senior to the lien of any mortgage, security agreement, or other instrument binding upon User; (iv) no governmental authorizations, approvals or exemptions (including, without limitation, approvals of the Interstate Commerce Commission, of public service commissions, or other regulatory authorities in states in which User operates) are required for the execution and delivery of this Lease or for the validity or enforceability hereof or for the leasing of the Locomotives hereunder or the rentals and on the other terms and conditions herein provided, or if any such authorizations, approvals or exemptions are required, that they have been obtained; and (v) no litigation or administrative proceedings are pending or, to the knowledge of User, threatened against User, the adverse determination of which would affect the validity of this Lease or the rights of Owner hereunder.

20. **Choice of Law:** This Lease shall be governed in all respect by the law of the Commonwealth of Pennsylvania.

21. **Miscellaneous:**

    21.1 All transportation charges shall be borne by User.

21.2 If any provision hereof is contrary to, prohibited by, or deemed invalid under, applicable laws or regulations of any jurisdiction, such provision shall be inapplicable and deemed deleted from this Lease, but such deletion shall not invalidate the remaining provisions hereof.

21.3 This Lease is irrevocable for the full term hereof and for the aggregate rental herein reserved.

21.4 User admits the receipt of a true copy of this Lease.

22. Liability of Owner:

22.1 Except as provided in Section 3 hereof, Owner shall have no liability to User arising out of the furnishing of any Locomotives under this Lease, or their use, whether the liability is based on contract, warranty, tort (including negligence) or otherwise.

22.2 In no case, whether liability arises under breach of contract, warranty, tort (including negligence) or otherwise, will Owner's liability include any special, incidental, indirect or consequential damages including, but not limited to, loss of revenue or profits, damage to freight, loss of use of any equipment, cost of capital, downtime costs, or claims of User's customers for such damages.

23. Purchase Agreement of March 26, 1990:

23.1 Except as provided in this Lease, nothing herein shall be deemed to alter, amend or affect the respective rights and obligations of the parties under the Purchase Agreement.

23.2 The lease of the Locomotives shall not disqualify such Locomotives from being "new" under the Purchase Agreement.

23.3 User's inspection of the Locomotives hereunder shall constitute inspection of the Locomotives as required under the Purchase Agreement.

23.4 It is the intent of the parties that upon termination of this Lease (whether by expiration or early termination), the Locomotives will be purchased from Owner by (and Owner will pass title to the Locomotives to) a Japanese corporation (the "Japanese Lessor") which will then lease them to User pursuant to a Japanese leveraged lease. In the event that the Japanese Lessor shall not have purchased and paid for the Locomotives on terms satisfactory to Owner on or prior to June 28, 1991, User may not return the Locomotives to Owner, but rather shall, not later than June 28, 1991, time being of the essence, pay therefor the Locomotive Purchase

Price as required by the Purchase Agreement and as set forth in Owner's Final Delivery Invoice.

23.5 Contemporaneously with the occurrence of either of the events described in Sections 6 or 23.4, Rent shall cease to accrue with respect to the Locomotives.

DATE: March 14, 1991

ATTEST: _____

GENERAL ELECTRIC COMPANY

BY: _____

TITLE: Manager, North American Locomotive Marketing and Sales

DATE: March 14, 1991

ATTEST: _____

CONSOLIDATED RAIL CORPORATION

BY: _____

TITLE: Director - Financing

Commonwealth of Pennsylvania }
} ss.
County of Philadelphia }

On this 14th day of March, 1991, before me personally appeared THOMAS J. MCGRAW, to me personally known, who, being by me duly sworn, did say that he is a DIRECTOR-FINANCING of the Consolidated Rail Corporation, that the instrument was signed on behalf of such corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of such corporation.

Kathleen M. Turner
Notary Public

My commission expires:

NOTARIAL SEAL
KATHLEEN M TURNER Notary Public
City of Philadelphia Phila County
My Commission Expires Aug 19 1991

Commonwealth of Pennsylvania }
} ss.
County of Erie }

On this 14th day of March, 1991, before me personally appeared J. R. Malone, to me personally known, who, being by me duly sworn, did say that he is Manager, North American Locomotive Marketing and Sales of General Electric Company, that the instrument was signed on behalf of such corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of such corporation.

Carol A. Wahlen
Notary Public

My commission expires:

Notarial Seal
Carol A Wahlen Notary Public
Lawrence Park Twp Erie County
My Commission Expires Dec 12, 1994

EXHIBIT A

Type: Dash 8-40CW Diesel Electric Locomotives

Delivery Point: Erie, PA

Quantity: 50

Lessee's Identification Nos.:

EXHIBIT B

I, the duly authorized representative for the Consolidated Rail Corporation ("User") under the Lease of Locomotive Equipment, dated March 14, 1991 (the "Lease"), do certify that I inspected and accepted delivery thereunder of the following Units of Equipment:

Type of Locomotive: Dash 8-40CW Diesel Electric
Place Accepted: Erie, Pennsylvania
Date Accepted:
Number of Units:
Marked:
Road Number(s):

I do further certify that the foregoing Units are in good order and condition, and conform to the specifications, requirements and standards applicable therefore as provided in the Lease.

I do further certify that each of the foregoing Units has been marked upon each side of each such Unit in letters not less than one inch in height as follows:

"Ownership subject to documents filed with
the Interstate Commerce Commission."

_____
Authorized Representative of User